

COMMONWEALTH OF KENTUCKY  
**TRANSPORTATION CABINET**  
Department of Aviation

**PROJECT APPLICATION**  
**for**  
**State Aid for Development of Public Airports**

**PART I - Project Information**

The \_\_\_\_\_, hereinafter referred to as SPONSOR, hereby makes application to the Kentucky Transportation Cabinet for a grant of state funds, pursuant to Kentucky Revised Statutes Chapter 183 and regulations issued thereunder, for the purpose of aiding in financing a project for development of the \_\_\_\_\_ referred to as AIRPORT, located at Latitude \_\_\_\_\_° \_\_\_\_\_' \_\_\_\_\_" N, Longitude \_\_\_\_\_° \_\_\_\_\_' \_\_\_\_\_" W, in the County of \_\_\_\_\_, City of \_\_\_\_\_, Commonwealth of Kentucky.

It is proposed that the project consist of the following described development, hereinafter referred to as

PROJECT:



**The following is a summary of the estimated costs of the project:**

ITEM	Total Estimated Cost	Estimated Local Share of Cost	Estimated State Share of Cost	Estimated Federal Share of Cost
<b>1. LAND COSTS:</b> (Including cost of acquiring land & administrative costs incident thereto)				
<b>2. CONSTRUCTION COSTS:</b> a. Cost of Preparation of Site b. Cost of Paving Runways, Taxiways & Aprons c. Lighting Costs d. Building Costs e. Other Miscellaneous Construction Costs				
<b>3. PLANNING, ENGINEERING, &amp; SUPERVISION COSTS:</b>				
<b>4. ADMINISTRATIVE COSTS:</b>				
<b>5. TOTAL OF 2, 3, &amp; 4 ABOVE:</b>				
<b>6. CONTINGENCIES:</b>				
<b>7. OTHER:</b>				
<b>8. TOTAL OF ALL ESTIMATED PROJECT COSTS:</b>				

## **II - Certifications**

In requesting the Transportation Cabinet, Commonwealth of Kentucky, to enter into a Grant Agreement, the SPONSOR hereby represents and certifies as follows:

1. LEGAL AUTHORITY - The SPONSOR has the legal power and authority:
  - (A) to do all things necessary in order to undertake and carry out the PROJECT in conformity with State and Federal Statutes, Acts, and Regulations; and
  - (B) to carry out all of the provisions of this Application.
2. FUNDS - The SPONSOR now has on deposit, or is in a position to secure, , which represents all monies necessary to complete the SPONSOR'S share of the project as presented in this Project Application.
3. LAND - The SPONSOR holds the fee simple title to all necessary tracts of land that are to be developed or used as part of, or in connection with, the AIRPORT. Said interests are compatible with State and Federal planning and zoning standards.
4. POSSIBLE DISABILITIES - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation of other legal proceedings) which:
  - (A) are known or by due diligence might be known;
  - (B) in reasonable probability might make it impossible for the sponsor to carry out and complete the project or carry out the provisions of the Project Application, either by limiting its legal or financial ability or otherwise; and
  - (C) have not been brought to the attention of an authorized representative of the Kentucky Transportation Cabinet.

### **III - Sponsor's Assurances**

1. In order to secure financial assistance from the Kentucky Transportation Cabinet for the development of the AIRPORT, the SPONSOR warrants to the Secretary and assures that the said AIRPORT and all facilities thereon, or connected therewith, necessary for AIRPORT purposes subject to ordinary wear and tear will, without favor to or discrimination against any person or class of persons by reason of race, color, creed, or national origin, be kept open and operated as such for the use of said AIRPORT for aeronautical purposes will be granted; that it will prevent the use of any land, either within or outside the boundaries of said AIRPORT, in any manner which would create a hazard to the landing, taking off or maneuvering of aircraft at the AIRPORT or otherwise that would limit the usefulness of the said AIRPORT.
2. That in any agreement, contract, lease, or other arrangement for aeronautical services or activities, the contractor shall be required to charge fair, reasonable, and not unjustly discriminatory prices for each unit of service subject to review by the SPONSOR and the Kentucky Transportation Cabinet.
3. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non-aviation products or supplies or any service of a non-aeronautical nature.
4. The SPONSOR will operate and maintain in a safe and serviceable condition the AIRPORT and all facilities thereon and connected therewith that are necessary to serve the aeronautical users. Nothing contained herein, however, shall be construed to require that the AIRPORT be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance.
5. The SPONSOR will replace or repair all buildings, structures, and facilities developed under the PROJECT, that are destroyed or damaged.
6. Insofar as it is within its power and is reasonable, the SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by adoption and enforcement of zoning regulations:
  - A. prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the AIRPORT, that would constitute an obstruction to air navigation according to the criteria or standards prescribed by Federal Aviation Regulations or Kentucky Airport Zoning Regulations, and;
  - B. take action to restrict the use of land adjacent to or in the immediate vicinity of the airport, to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

### **III - Sponsor's Assurances (Continued)**

7. The SPONSOR will keep up to date at all times an Airport Layout Plan of the AIRPORT showing
- (A) the boundaries of the AIRPORT and all proposed additions thereto, together with the boundaries of all offsite areas owned and controlled by the SPONSOR for AIRPORT purposes, and proposed additions thereto;
  - (B) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads, including all proposed extensions and reductions of existing airport facilities; and
  - (C) the location of all existing and proposed non-aviation areas and of all existing improvements thereon.

Such Airport Layout Plan, and each amendment, revision, or modification thereof, shall be subject to the approval of the Federal Aviation Administration, hereinafter referred to as FAA, and/or the Kentucky Transportation Cabinet, which approval shall be evidenced by the signature of a duly authorized representative of the FAA and/or the Kentucky Transportation Cabinet on the face of the Airport Layout Plan. The SPONSOR will not make or permit the making of any changes or alterations in the AIRPORT or any of its facilities other than in conformity with the Airport Layout Plan as approved by the FAA and/or the Kentucky Transportation Cabinet if such changes or alterations might adversely affect the safety, utility, or efficiency of the AIRPORT.

8. The SPONSOR shall be responsible to attach a color-coded drawing, when applicable, which accurately depicts the location of the PROJECT in reference to the entire airport.
9. On all projects whereby the FAA is not participating, the SPONSOR will ensure open competition by using Request for Proposal (RFP) and/or sealed bid advertisements in statewide publications and the World Wide Web.
- (A) The SPONSOR will solicit three (3) written quotes for a project/purchase less than \$20,000.
  - (B) The SPONSOR will solicit sealed bids for a project/purchase greater than \$20,000, in accordance with KRS 45A, the Model Procurement Code.



If the PROJECT, or any portion thereof, is approved by the Secretary of the Kentucky Transportation Cabinet and financial assistance is accepted by the SPONSOR from the said department; it is understood and agreed that all airport development included in such PROJECT will be accomplished in accordance with the Kentucky Revised Statutes and the regulations, plans, and specifications for such development, as approved by the Secretary. This agreement and the covenants made herein a part shall become effective on the date below stated and shall remain in full force and effect throughout the useful life of the facilities developed under this PROJECT; but in any event for a minimum of twenty (20) years from said date. Closure, disposal, sale, release, or transfer of all or a portion of the property, structures, or facilities affected or resulting from this agreement may be subject to reimbursement of State funds and shall not be made without prior approval of the Kentucky Transportation Cabinet.

**IN WITNESS WHEREOF, the SPONSOR has caused this PROJECT APPLICATION to be duly executed in its name, this** \_\_\_\_\_ **day of** \_\_\_\_\_, \_\_\_\_\_.

**Opinion of Sponsor's Attorney**

I hereby certify that the Chair or other duly authorized representative has the legal authority to sign this PROJECT APPLICATION on behalf of the SPONSOR and all statements of law made in this PROJECT APPLICATION and all legal conclusions upon which the representations and covenants contained herein are based, are in my opinion true and correct.

\_\_\_\_\_  
By: Chair or other Duly Authorized Representative

\_\_\_\_\_  
Type or Print Name of Chair or Representative

\_\_\_\_\_  
Title & Date

\_\_\_\_\_  
Signature of Legal Counsel

\_\_\_\_\_  
Official Airport Board Name

\_\_\_\_\_  
Type or Print Name of Legal Counsel

\_\_\_\_\_  
Title & Date

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address